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Attorney for Plaintiff,  
Theresa Brooke

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THERESA BROOKE, a married women  
dealing with her sole and separate claim,

Plaintiff,

vs.

RK MANAGEMENT GROUP, LLC, a  
California limited liability company, d/b/a  
Campbell Inn, d/b/a www.campbell-  
inn.com,

Defendant.

Case No. 5:18-cv-05223-NC

CONSENT DECREE AND ORDER  
FOR CIVIL SETTLEMENT AND  
INJUNCTIVE RELIEF

Plaintiff, Theresa Brooke ("Plaintiff" or "Brooke") brought this Lawsuit under Title III  
of the Americans with Disabilities Act and 28 C.F.R § 36.302(e)(1)(I) , the Unruh Civil  
Rights Act and the California Disabled Persons Act. Plaintiff claims that Defendant RK

1 Management Group, LLC ("Defendant" or "RK Management") has failed to make the  
 2 reservation feature of its hotel website for the Campbell Inn compliant with applicable  
 3 accessibility law. Defendant has denied these allegations.

4 In the interest of resolving this matter and as a result of having engaged in  
 5 comprehensive settlement negotiations and to avoid further and unnecessary litigation,  
 6 Brooke and RK Management (hereinafter referred to as "the Parties") have agreed that the  
 7 above-captioned lawsuit (the "Lawsuit") should be finally resolved through entry of this  
 8 Consent Decree. This resolution and Consent Decree shall not constitute an admission of  
 9 liability on the part of the Defendant, nor does it constitute an adjudication or finding on the  
 10 merits of Brooke's allegations in the Lawsuit.

11 The Consent Decree comprises the full and exclusive agreement of the Parties with  
 12 respect to the matters discussed herein. No waiver, modification, or amendment of any  
 13 provision of this Consent Decree shall be effective unless made in writing and approved by  
 14 all Parties to this Decree; and any substantive change, modification or amendment of any  
 15 provision of this Consent Decree shall also require approval by the Court.

16 The Court has reviewed this Decree in light of the pleadings, the record herein, and  
 17 applicable law, and now approves this Decree.

18  
 19 **THEREFORE, THIS COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**  
 20 **FOLLOWS:**

21 **I. FINDINGS**

- 22 1. This Decree Court has jurisdiction over the subject matter and the Parties to this  
 23 Lawsuit. This court will retain jurisdiction over this Decree for all purposes until the  
 24 expiration of the Consent Decree.
- 25 2. Venue in this district is proper under 28 U.S.C. § 1391(b) and (c).
- 26 3. The Complaint states claims upon which relief may be granted against Defendant  
 27 under applicable law.
- 28 4. Defendant makes no admissions to the allegations in the Complaint, other than the

jurisdictional facts pleaded and has affirmatively denied all other allegations.

5. The Plaintiff's Complaint shall be dismissed without prejudice upon entry of this Consent Decree and Order, subject only to be reopened to enforce the terms of this Decree.

6. This Consent Decree resolves all claims made by the Plaintiff based upon her charges of noncompliance under the ADA. This Consent Decree is final and binding upon the Parties, their successors and assigns.

7. This Decree shall become effective upon its entry by the Court.

8. The Parties to this Decree shall each be responsible for their own costs and attorneys' fees in this action.

## **II. INJUNCTIVE RELIEF**

### **IT IS FURTHER ORDERED**

9. RK Management Group, in compliance with federal law and the laws of this state, has a policy to comply the Americans With Disabilities Act, Title III and its implementing regulations, and does and will accommodate the disabled concerning its hotel, the Campbell Inn. RK Management Group, will retain a software engineer and web master and will maintain websites in compliance with federal law and laws of this state and update if there are changes in web site laws. The President of RK Management Group, LLC, Mr. Kenneth Manrao ("Manrao") owns and operates three (3) other hotels under identical policy, a total of four (4) hotels, and these four (4) locations shall all be subject to this Consent Decree and the compliance contained herein. Within 180 days of applicable website accessibility law coming into effect, RK Management and Manrao will modify its website to comply with applicable law. The four hotel locations and their respective website domains are as follows:

- a. The Campbell Inn, 675 E. Campbell Ave., Campbell, CA 95008;  
www.campbell-inn.com.
- b. The Hotel Elan, 1215 South 1st Street, San Jose, CA 95110;  
www.hotelelansanjose.com.

1 c. The Carlyle Hotel, 1300 Camden, Ave., Campbell, CA 95008; www.carlyle-  
2 hotel.com.

3 d. The Bristol Hotel, 3341 S. Bascom Ave., Campbell, CA 95008; www.bristol-  
4 hotel.com.

- 5 10. The purpose for any future modifications is to come into compliance with any  
6 applicable accessibility law standards that come to exist with respect to reservation  
7 systems for hotel websites, and to allow persons with disabilities to make  
8 reservations for ADA-compliant hotel rooms as any person without disabilities  
9 would, using the hotels' websites.

10 **III. MONETARY RELIEF**

11 **IT IS FURTHER ORDERED**

- 12 11. In settlement of Brooke's claims in this action, Defendant will pay Plaintiff the sum of  
13 Ten Thousand Dollars (\$10,000.00).  
14 12. Defendant shall issue payment to the order of THERESA BROOKE.  
15 13. Defendant shall issue payment no later than ten (15) days after the entry of the  
16 Consent Decree.

17 **IV. RETENTION OF JURISDICTION**

18 **IT IS FURTHER ORDERED**

- 19 14. That this Court retains jurisdiction of this matter for two years to oversee  
20 compliance, modification, and enforcement of this Order.  
21 15. RK Management Group LLC and Kenneth Manrao shall maintain Web Master or  
22 Software Engineer for compliance to ADA Rules of its Motels in Santa Clara County  
23 (listed in Paragraph 9). If any plaintiff or his/her attorney's webmasters or software  
24 engineer determines Non-Compliance to ADA Rules or this Consent Decree, than  
25 any plaintiff or his/her attorney will give 60 days notices with Defects letter from their  
26 Engineer or Web Master via Certified Mail and Attachment to email Address to  
27 Kenmanrao@hotmail.com for Compliance.

28 **V. FEES AND COSTS**

1 **IT IS FURTHER ORDERED**

2 16. That except for the provisions specifically identified in this Consent Decree, each  
3 party shall bear its own costs and attorneys' fees incurred in connection with this  
4 Action.

5  
6 **IT IS SO ORDERED.**

7 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

8  
9 \_\_\_\_\_  
10 UNITED STATES DISTRICT JUDGE

11 The parties hereby stipulate to the entry of the foregoing Order and Consent  
12 Decree, which shall constitute final disposition of this matter:

13 **FOR PLAINTIFF:**

14 Date: July 20, 2019

15 Theresa Marie Brooke  
16 Theresa Brooke, Plaintiff

17 Date: July 20, 2019

18 THE STROJNIK FIRM LLC

19 Peter K. Strojnik  
20 PETER K. STROJNIK, ESQ.  
21 THE STROJNIK FIRM LLC  
22 Attorneys for Plaintiff, Theresa Brooke

23 **FOR DEFENDANT**

24 Date: \_\_\_\_\_, 2019

25 Kenneth S. Manrao  
26 President, RK Management Group, LLC

27 Date: \_\_\_\_\_, 2019

28 LAW OFFICES OF ISMAEL D. PEREZ

ISMAEL D. PEREZ, ESQ.  
Attorney for Defendant, RK Management  
Group, LLC

CONSENT DECREE AND ORDER FOR CIVIL SETTLEMENT AND INJUNCTIVE RELIEF

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14 Date: July 20, 2019

15 Theresa Marie Brooke  
Theresa Brooke, Plaintiff

16 Date: July 20, 2019

17 THE STROJNIK FIRM LLC

18 Peter K. Stojnik  
PETER K. STROJNIK, ESQ.  
THE STROJNIK FIRM LLC  
Attorneys for Plaintiff, Theresa Brooke

19  
20  
21 **FOR DEFENDANT**

22 Date: 7/25/, 2019

23 Kenneth S. Manrao  
Kenneth S. Manrao  
President, RK Management Group, LLC

24  
25 Date: 7/25/, 2019

26 LAW OFFICES OF ISMAEL D. PEREZ

27 ISMAEL D. PEREZ, ESQ.  
Attorney for Defendant, RK Management  
Group, LLC  
28

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